FIRST QUANTUM MINERALS LTD.

Cobre Panamá

Minera Panamá, S.A.

R.U.C. No. 46505-96-303869
A subsidiary of First Quantum Minerals Ltd

REGISTERED OFFICE:
Torre de las Americas, Torre A, Piso 21
Punta Pacifica, Panamá City
Panamá
Tel: +507 294 5700
Fax: +507 294 5701
E-mail: info@minerapanama.com

AUSTRALIAN OFFICE:
First Quantum Minerals (Australia) Pty Limited
Level 1, 24 Outram Street,
West Perth WA 6005, Australia
Tel: +61 8 9346 0100
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E-mail: Perth.Reception@fqml.com

COBRE PANAMA PROJECT

SERVICE ORDER No: 1824 - 50004230 - O6

REQ No: 20006118

EES INTERNATIONAL, S.A. **PH CORT BUILDING #104, 1ER PISO** **CALLE MANUEL MARIA ICAZA** **CIUDAD DE PANAMÁ, PANAMÁ** **PANAMÁ** **Attn.: Fernando Mariño** Tel. :+507 - 6705 1434 E-mail:consultoria@ees-international.com Fax:	

CONTRACT OFFICER: DENIS GONZALEZ NAVAS
LOCATION POINT: ON SITE
TERMS OF PAYMENT: Net 30 Days
COMMENCEMENT DATE: 09-Mar-2020
END DATE: 01-MAR-2021

SEND INVOICE TO:
MINERA PANAMÁ, S.A.
TORRE DE LAS AMERICAS, TORRE A, PISO 21
PUNTA PACIFICA, CIUDAD DE PANAMÁ
PANAMÁ

Line	Quantity	UOM	Description	Unit Price	Total Price
1	1	EA	Monitoreo Marino Costero Plan Anual	94,000.00	94,000.00
			TOTAL PRICE (EXCL. VAT)	**USD**	**94,000.00**

Programa de Monitoreo Marino Costero-Componente Biologico.

Seccion: Biodiversidad

Solicitado por: Miguel Merchant

Justificacion:
· meet commitments in ESIA formonitoring impacts to marine biology during both construction andoperations (commitments : 13215, 13217,13233, 13234)
· evaluation of effectiveness ofenvironmental controls during construction and operations (e.g.sediment) through monitoring of chemical, biological and physical conditions.
· monitoring of estuarineconditions to assess impacts from mine construction (e.g. sediment quality andphysical characteristics)
· Monitoring of sensitive habitats,specifically the hard-bottom substrate habitat in and around the projectfootprint.
· Assess if the control mechanismsin place (e.g. sediment control and port operations) are effective inprotecting the natural habitat near the port operations.

We hereby confirm our understanding and acceptance of this Service Order in its entirety **Authorised Signature of Contractor**	Signed for and on behalf of **Minera Panamá S.A.** **Authorised Signature:** **TRISTAN PASCALL** **LEGAL REPRESENTATIVE**

- Biological monitoring of thewater intake of the thermoelectric.
- Biological monitoring of thebreakwater

SPECIAL CONDITIONS FOR SERVICE ORDER

1. TERMS AND CONDITIONS APPLICABLE.

Upon execution of this Service Order by both Minera Panama S.A. (the "Company") and the party to whom the Service Order is addressed (the "Contractor"), the Company and the Contractor are creating a contract consisting of (a) the specific information set forth in this Service Order, and (b) the Company's Standard Conditions for Service Order attached, which are incorporated herein by this reference.

Notwithstanding the foregoing, in the event that an Agreement (or any other form or denomination of an agreement) is or has been entered into between the Company and the Contractor, whose number is defined as a title of this Service Order, the terms and conditions of said Agreement shall prevail over Company's Standard Service Conditions attached. The Standard Conditions set out in this Service Order will only apply in a supplementary manner provided that they are not inconsistent, contradictory, or incompatible with the terms and conditions established in the Agreement.

2. SERVICE ORDER ACCEPTANCE

The Contractor shall provide its understanding and acceptance of this Service Order by signing on the front page of this document in the space provided and returning a copy of the signed Service Order within seven (7) days of receipt. Failure to return this form may delay implementation of payment procedures. Acknowledgement by e-mail is accepted.

3. COMMUNICATIONS

All communications relating to this Service Order must include the Service Order number and Service Order Title. Contractor shall direct all communications relating to this Service Order to:

Minera Panama S.A.
Torre de las Americas
Torre A, piso 21
Attn: Juan C. Ahumada
Tel: +507 294-5763
Fax: +507 297-5701
E-mail: MPSA_Contracts@fqml.com

STANDARD CONDITIONS FOR SERVICE ORDER

1. DEFINITIONS

1.1. **Acceptable, Satisfactory, and Suitable** means acceptable, satisfactory or suitable to the Company.

1.2. **Associate** means a company which is ultimately a subsidiary of First Quantum Minerals Ltd.

1.3. **Commencement Date***:* means the date stipulated within the Service Order or in its absence shall mean the date of the Service Order.

1.4. **Company** means Minera Panama S.A.

1.5. **Contractor** means the party to whom the Service Order is addressed

1.6. **Day(s)** means calendar day(s), including weekends and holidays.

1.7. **End Date***:* The date stipulated in the Service Order for completing the Services.

1.8. **Goods** means all machinery, plant, equipment, tools, apparatus, materials, consumables of all kinds that might be supplied as part of the Service Order.

1.9. **Law 9** means Law No. 9 of the Panamanian Legislative Assembly dated February 26, 1997, under which the regulations for the exploration and development of the Cobre Panama Project are outlined, and subsequent amendments.

1.10. **Parties** means the Company and the Contractor.

1.11. **Sub-Contractors** means any person, firm or corporation having a contract directly or indirectly with the Contractor for supply materials, equipment and services to Contractor in connection with the Services.

1.12. **Services** means the services defined in the description of the Service Order to be performed by the Contractor, however, when a Schedule A "Scope of Services" is attached to the Service Order, Services shall mean the services therein detailed. To avoid doubt, and without limiting the following, Services include the provision of all labour and Goods.

1.13. **Service Order** means this Service Order and all documents including these Standard Conditions incorporated by reference therein as approved from time to time by the Company.

1.14. **Service Fee** means the price of the Services (as is set out in the Service Order) to be provided in accordance with the Service Order which shall include all costs and charges for performing the Services but shall exclude (unless otherwise stated) any taxes.

1.15. **Site** means the Cobre Panama site where the Company carries out its mining and related support operations, or other place designated by the Company.

1.16. **Site Rules** mean all rules, regulations, directives and policies of the Company in any way affecting or applicable to the Services or the Site, including, but without limiting the generality of the foregoing, any laws, policies, requirements and regulations relating to environmental control, health and safety, security, labor, industrial relations and the Site generally.

1.17. **Term** means the period from the Commencement Date to the End Date stipulated in the Service Order for completion of the Services.

1.18. **Termination Date** means the date of termination of the Service Order set out in the written notice issued by the Company or the Contractor according to the rights and conditions defined in Clause 9 of this Service Order.

2. ENTIRE AGREEMENT AND PRECEDENCE OF DOCUMENTS

2.1. This Service Order constitutes the complete and entire agreement between the Parties and supersedes, merges, and voids all previous communications, negotiations, agreements and understandings.

2.2. All documents attached hereto or referenced herein are hereby incorporated into and made part of this Service Order. However, in the event of any contradiction, discrepancy, ambiguity, or inconsistency between the documents comprising the Service Order, the following order of precedence shall apply:

(i) Special Conditions
(ii) Standard Conditions
(iii) Schedules

3. LAW APPLICABLE

3.1. The Company and the Contractor accept the laws of the Province of Ontario, Canada as the governing law of this Service Order.

3.2. The Contractor shall comply with the provisions of all applicable laws and regulations (National and Municipal) and to all Company's Site Rules in any way affecting or applicable to the Services. The Contractor agrees to ensure that its employees and Sub -Contractors comply strictly with such laws, regulations and Site Rules. The Company reserves the right to make and revise from time to time any Site Rules and the Contractor shall fully comply with such Site Rules as revised in accordance with the foregoing provisions.

3.3. The Contractor, in order to perform the Services, shall be solely responsible for obtaining and at all times complying with any and all licenses, permits and approvals that may be required by any governmental, administrative or quasi-governmental authority and shall pay all fees, deposits, and taxes in connection therewith, unless otherwise stated.

4. LIABILITY

4.1. **Liability for Damage to Property -** The Contractor shall be liable for and shall indemnify the Company, its officers, directors, representatives, employees, agents, Associate and/or any relevant third parties against any legal liability, loss, claim or proceedings in respect of any injury or damage whatsoever to any property real or personal insofar as such injury or damage arises out of or in the course of or by reason of the performance of the Services or failure to perform the Services.

4.2. **Liability for Injury to Persons** - The Contractor acknowledges that the Contractor and its employees and/or any relevant third parties enter the Site at their own risk. The Contractor shall be liable for and shall indemnify the Company, its officers, directors, representatives, employees, agents, associate and/or any relevant third party against any legal liability, loss, claim or proceedings whatsoever arising under any statute, regulation, law, or at Common Law in respect of personal injury to or death of any person whomsoever arising out of or in the course of or caused by the performance of the Services or failure to perform the Services.

4.3. Neither party will be liable to the other party, including under any indemnity, for any Consequential Loss.

5. INSURANCE

5.1. Unless otherwise specified in the Service Order, the Contractor shall insure all Goods required to undertake the Services for an amount not less than their full replacement.

5.2. All insurances set out in this Service Order to be endorsed to note the interest of the Company and be maintained in full force and effect throughout the Term and include a waiver of subrogation in favour of the Company.

6. ASSIGNMENTS AND SUB-CONTRACT

6.1. The Contractor accepts that no part of this Service Order or liabilities thereunder or benefit derived therefrom shall be subcontracted, ceded or assigned to third parties without the prior written consent of the Company (which may be withheld) and then only under such conditions as the Company may impose.

6.2. The Company may, at its sole discretion, assign and/or novate and/or transfer any of its rights or obligations under this Service Order to Associate at any time without requiring the approval of the Contractor. Consequently, the Company must inform the Contractor in writing if the situation described in this provision is executed.

6.3. In case the Company agrees to consent to subcontracting, the Contractor shall make all the terms and conditions of the Service Order (so far as the same are applicable) terms and conditions of any sub-contract. The Contractor shall be fully responsible for the acts, omissions and performance of Services by its Sub-Contractors. The Contractor warrants all Services performed by its Sub-Contractors in the same manner as if Contractor had performed the Services or work itself.

6.4. No sub-contract or assignment shall in any way relieve the Contractor from full responsibility of the Services and the performance of the Service Order or its obligations or liabilities thereunder.

7. CONFIDENTIALITY & INTELLECTUAL PROPERTY

7.1. All information and data in whatever form (including analyses, computer files, compilations, memoranda, notes, prototypes, mock-ups, models, reports, studies, data, drawings, films, sketches, photographs, information and documentation of any kind either digital and printed copies), that is communicated by the Company to the Contractor or which have come to the Contractor's knowledge as a consequence of the Contractor's performance of the Services, except if they were in the public domain, shall be kept confidential during or subsequent to the term of this Service Order and shall not be passed to any third party other than as directly necessary for the performance of the Services. All such information and data cannot be used for any commercial purpose other than in connection with the Services executed under the Service Order, or for other purpose or purposes expressly permitted in writing by the Company. At the end of the Service Order, or at any other time when demanded, all information and data that has been communicated by one part to the other shall be returned.

7.2. The Contractor shall not, without the express permission in writing of the Company and which can be granted or withhold at the Company's sole discretion, disclose any information and data (as defined in clause 7.1 above) regarding to the Service Order, the Services performed or being performed under the Service Order; or the Company, and its Site.

7.3. The Contractor acknowledges that a breach of confidentiality will result in severe damages to the Company. The Company shall quantify the damages, at its sole discretion without the need of supporting evidence or proof of said quantum, in order to demand compensation from the Contractor, and without prejudice to other available legal actions by Company.

7.4. All information and data generated by the Contractor as a consequence of the performance of the Services shall be promptly disclosed to the Company, and without further consideration shall, to the extent legally possible, become the exclusive property of the Company. Upon request of the Company, the Contractor shall promptly execute and deliver to the Company any document necessary to transfer legal title of such information and data to the Company.

8. WARRANTY

8.1. The Contractor warrants that:

a) It is fully competent and possesses the required skill, knowledge, experience, training, corporate support, financing and expertise to perform the Services in accordance with the Service Order and good industry practice;

b) The Services will be performed strictly in accordance with the terms of the Service Order;

c) Any Goods, shall be new unless otherwise specified and shall be of merchantable quality and fit for the known purpose; and it has good and marketable title free from any liens and encumbrances to any Goods supplied.

8.2. If during the term of the Service Order and up to one (1) year after the Services have finished, any of the Services or Goods, parts and components are found to be defective or of an unsuitable standard and the Contractor fails to remedy such defect or default to the satisfaction of the Company within a reasonable period of time, determined by the Company, the Company shall have the right to, without the need of declaration or ruling from competent authority, arbitration tribunal or court of law, claim damages against the Contractor and to terminate the Service Order as defined in clause 9.2; require a third party to correct the defect at Contractor's expense; and correct the defect or re-perform the Services at the Contractor's expense.

9. DURATION AND TERMINATION

9.1. This Service Order shall come into force on the Commencement Date and subject to the following provisions of this Clause 9 and, shall continue in force for the Term of this Service Order.

9.2. Termination for default- The Company shall be entitled to notify the Contractor of termination of the Service Order without the need of declaration or ruling from competent authority, arbitration tribunal, or court of law; and which shall take place immediately, if:

a) According to the clause 8.2, if any of the Services or Goods are found to be defective or of an unsuitable standard and the Contractor after being requested by the Company fails to remedy such defect or default to the satisfaction of the Company within a reasonable period of time, determined by the Company.

b) The Contractor, prior to or during the performance of the Services, fails to obtain or maintain as current any requisite licence or approval required in clause 3.3 to perform the Service with a reasonable time (as determined by the Company).

9.3. Either party shall be entitled forthwith to terminate this Service Order immediately by giving written notice to the other, and without the need of declaration or ruling from competent authority, arbitration tribunal or court of law, if:

a) The other party commits any continuing or material breach of any of the provisions of this Service Order and, in the case such breach is capable of remedy, the party fails to remedy the same within three (3) days after date of written notice giving full particulars of the breach and requiring it to be remedied;

b) A receiver is appointed over any of the property or assets of that other party;

c) The other party goes into voluntary or official liquidation except for the purposes of an amalgamation, reconstruction or other reorganization and in such manner that the Company resulting from the reorganization effectively agrees to be bound by or to assume the obligations imposed on that other party under this Service Order;

d) The other party ceases, or threatens to cease, to carry on business;

e) The Parties cannot meet their commitments under this Service Order due to an event or circumstance of Force Majeure (as defined in clause 16) that has a duration more than sixty (60) days.

9.4. Should the Parties be unable to meet their respective commitments under this Service Order due to the Suspension of the Services for a period of greater sixty (60) days, then either Party shall be entitled to terminate the Service Order with prior written notice of thirty (30) days.

9.5. Termination for the Company's convenience:

a) The Company shall be entitled to terminate the Service Order, at any time for the Company's convenience with or without cause, by giving written notice of such termination to the Contractor, without the need of declaration or ruling from competent authority, arbitration tribunal or court of law. The termination shall take place no more than thirty (30) days after the date of the notice, or on a mutually agreed date.

9.6. In case of any termination under clause 9, after this termination the Contractor shall:

a) Hand over the Contractor's documents, plant, materials and other work for which the Contractor has received payment.

b) Remove from Site all Contractor personnel and Goods except as necessary for safety, and leave the Site.

c) Carry out its best endeavours to work with the Company in order to minimize any resultant costs or inconvenience to the Company and ensure any transition is conducted as smoothly as possible to ensure the Company's production is not interrupted.

d) Only be entitled to receive payments for that part of the Services (if any) performed and accepted by the Company before the Termination Date. Except for the foregoing, the Company shall not be liable to the Contractor in any other way whatsoever as a result of termination.

10. SUSPENSION

10.1. The Company may at any time by written notice to the Contractor suspend further performance of all or any portion of the Services.

10.2. Upon receiving any such notice of suspension, the Contractor shall promptly suspend further performance of all or any portion of the Services to the extent specified, and during the period of suspension shall properly care for and protect all Services in progress and materials, supplies and equipment that the Contractor has for the performance of the Service Order. The Company may at any time, withdraw the suspension by written notice to the Contractor specifying the effective date and scope of withdrawal.

10.3. In case of suspension of the performance of the Services under this clause, the Contractor will use its best endeavours to work with the Company in order to minimise or mitigate any resultant costs or inconvenience to the Company.

11. INSPECTION / EXPEDITNG

11.1. All Services shall be subject to quality control and assurance by the Contractor. The quality system shall be subject to monitoring to the satisfaction of the Company.

11.2. The Company or its agent shall be entitled to inspect, expedite, examine and test Goods and/or Services being used or supplied by the Contractor and shall have access at all reasonable times to the Contractor's premises or any Sub-Contractor to carry out such inspection activities.

12. PAYMENT TERMS

12.1. The Service Fee on the Service Order is the total cost payable by the Company for the Services.

12.2. Once the Service has been completed or where the Company has agreed to progress payments, the Contractor shall submit its 'Statement for Payment' to Company for review and approval of the fees for Services, less authorised deductions, together with all original supporting documentation. The Company shall within ten (10) days of the receipt of the Statement for Payment advise the Contractor whether all or any part of the Statement for Payment is approved or rejected and/or if additional information is required.

12.3. After the approval of the Statement for Payment by the Company, the Contractor must provide to the Company a 'Tax Invoice' for the amount approved in the Statement for Payment, which must which shall comply with Panamanian fiscal standards.

12.4. The Contractor shall send the Tax Invoices to the following Company address:

a) On Site:
Accounts Payable Office - Sitio Mina - Cobre Operations Office .
From Monday to Friday.
Business hours: from 7:00 am. to 6:00 pm.

b) Office Minera Panama at Panama City:
Address: Torre de Las Américas, Torre A, Piso 21, Punta Pacífica.
Attention. Accounts Payable.
From Monday to Friday.
Business hours from 8:00 am to 5:00 pm.

c) Electronic invoices must be submitted to MineraPanamaAP@fqml.com with copy MPSA_Contracts@fqml.com

12.5. The Company shall, within thirty (30) days of the receipt of a correct and valid invoice, pay or cause to be paid to the Contractor one hundred per cent (100%) of the approved value of the Statement for Payment, less the amounts already paid, and deductions applicable pursuant to this Service Order.

12.6. The Company reserves a right of set-off in the event (but not limited to) that the Tax Invoice is associated with Services that were not approved by the Company, the invoice contains errors, or the Company has knowledge of any claims and/or lawsuits filed by Contractor's employees, Subcontractors, or any other relevant third party.

13. CORRESPONDENCE

The Parties agree and accept that all correspondence pursuant to the Service Order:

e) must be in writing and signed by a person duly authorised by the sender, or in the case of electronic transmission must contain the name of the duly authorised author,

f) may be delivered in hard copy or by e-mail to the party to whom the notice is addressed,

g) unless otherwise agreed by the Parties, non-electronic transmissions shall be deemed to have been received at the addressee's place of business five (5) Days after being sent from the originator's place of business,

h) electronic transmissions shall be deemed to have been despatched the moment it enters a single information system outside of the control of the originator, and shall be deemed to have been received at the time it enters that information system.

14. PATENTS, TRADEMARKS AND COPYRIGHTS

14.1. The Contractor warrants that the Services and the sale or use of any Goods, techniques, inventions, and methods shall not infringe or contribute to the infringement of any patent, design, trademark, or copyright in the Republic of Panama or any foreign country. The Contractor shall indemnify the Company and their respective officers, directors, representatives, employees, agents and associate against any loss or damage (including legal fees and other costs of defending an action) arising from breach of this warranty, and shall bear all costs associated with performing services and provision of goods, parts, components and/or Equipment equivalent to the Services and Goods, respectively which do not infringe as aforesaid.

15. NON WAIVER

15.1. The waiver or relaxation either partly or wholly of any of these conditions or other terms of the Service Order shall be valid only if in writing and signed by the Parties and shall only apply to a particular occasion, shall not have continuing validity unless expressly stated to be so, and further shall not constitute a waiver or relaxation of any other condition or term.

15.2. Any waiver by either Party of a breach of any provision of this Agreement shall not be considered as a waiver of any subsequent breach of the same or any other provisions.

16. FORCE MAJEURE

16.1. In this Service Order, "Force Majeure" means an exceptional event or circumstance:
- a) which is beyond a Party's control;
- b) which such Party could not reasonably have provided against before entering into the Agreement;
- c) which, having arisen, such Party could not reasonably have avoided or overcome; and
- d) which is not substantially attributable to the other Party

16.2. If a Party is or will be prevented from performing any of its obligations under the Service Order by Force Majeure, or work/operations on Site is halted or disrupted then it shall give notice to the other Party of the event or circumstances constituting the Force Majeure or disruption and shall specify the obligations, the performance of which is or will be prevented. The notice shall be given within fourteen (14) days after the Party became aware, or should have become aware, of the relevant event or circumstance constituting Force Majeure or disruption. The Party shall, having given notice, be excused performance of such obligations for so long as such Force Majeure or disruption prevents it from performing them.

16.3. Each Party, having exhausted all reasonable means of performing its obligations, will be exonerated during the period which a case of force majeure arises. Each Party shall at all times use all reasonable endeavours to minimise any delay in the performance of the Service Order as a result of Force Majeure.

16.4. The Party invoking a case of force majeure will make every effort to re-commence performance of this Service Order. Such Party must also notify the other of the termination of the event of force majeure.

16.5. Notwithstanding any provisions of this section 16, the Contractor shall be liable for damages caused to the Company or Company property by the Contractor´s or Sub-Contractor´s employees, as part or not of a legal or illegal strike or work stoppage, or any sort of industrial action.

16.6. A Force Majeure event shall not be a basis for a claim of an additional compensation by the Contractor. Each party shall bear its own costs and expenses associated with or result of Force Majeure.

16.7. If the Contractor is prevented from performing any of his obligations under this Service Order by Force Majeure of which notice has been given under the provisions of this clause 16, the right of the Contractor shall be limited to the costs of Services performed and accepted by the Company.

16.8. Except as set out in clause 16.7 above, the Company shall have no liability towards the Contractor in the event of a termination as a consequence of this clause 30. Notwithstanding, the Contractor's shall remain liable for the Services carried out prior to the invocation of the Force Majeure.

17. DISPUTE RESOLUTION

17.1. Any dispute, controversy or claims arising out of or relating to the Services, to this Service Order or the breach, termination or invalidity thereof shall be resolved as follows:
- a) The Parties shall endeavour for a period of two (2) weeks to resolve the dispute by negotiation;
- b) If negotiations are unsuccessful, the Parties shall, at the request of either Party or of both Parties, attempt to mediate the dispute before the Honorable George Adams for mediation in Toronto, Ontario Canada (reachable at Adams ADR Services Ltd., 22 St. Clair Avenue East, Suite 1502, Toronto ON, M4T 2S3, Canada - Office: 416 515 2797 - Fax: 416 515 7862 - Email: info@adamsadr.com); and if Mr. George Adams is not available, then by a mutually acceptable mediator;
- c) in the event the dispute is not successfully mediated, the Parties agree to submit the dispute to binding arbitration in accordance with the International Arbitration Rules of the International Chamber of Commerce. No party shall be entitled to commence or maintain any action or proceedings until the dispute, questions or difference has been referred to mediation in accordance with this section 17;

17.2. In the event the dispute is not successfully mediated, the Parties agree to submit the dispute to binding arbitration in accordance with the International Arbitration Rules of the International Chamber of Commerce. No party shall be entitled to commence or maintain any action or proceedings until the dispute, questions or difference has been referred to mediation in accordance with this section 17.

17.3. The award or decision issued by the arbitrator shall be final and binding on the Parties and not subject to appeal or review.

17.4. Performance of the Services and of this Service Order shall continue during any mediation or arbitration, unless the Company shall order the suspension thereof, or of any part thereof.

18. TAXES AND DUTIES

18.1. All Service Fee and rates set forth in this Agreement shall not include Value Added Tax (VAT). The taxes will be paid as per applicable laws and considering the following:
- e) If VAT is payable in relation to performance of the Services, the amount payable shall be the Service Fee specified in this Service Order, plus VAT. Pursuant to Law 9, VAT is not applicable to the Service Fee of any services described in this Service Order, thus it shall not be payable by Company nor included in any invoice issued by Contractor.

f) If the Withholding Tax (WHT) is applicable to be made from any payment under this Service Order, the Company shall, on the due date for the payment in question, pay the Contractor such net sum or sums after the making of the withholding applicable. The Company shall provide the Contractor with all appropriate certificates or other documents evidencing the proper withholding. Pursuant to Law 9, WHT is not applicable to the price of any services performed by the Contractor outside to Panama.

19. CONTRACTOR'S SITE SERVICES ADDITIONAL PROVISIONS

The following conditions apply to Services by the Contractor at the Site. Clauses 1 to 18 inclusive shall equally apply to the Services.

19.1. The Contractor is deemed to have visited the Site and has familiarised itself with all prevailing Site conditions and Site Rules, and is therefore fully aware of and understands the risks associated with performance of the Services before entering into the Agreement. The Contractor shall not be entitled to increase any rate or price, damages, delay payments, costs or any other expenses connected with or arising from its failure to familiarise itself with the Site conditions.

19.2. The Contractor's right to access to the Site is a non-exclusive and revocable right. Therefore, the Contractor recognizes and accepts that other necessary services for the completion of the project or projects other than those included in this Agreement, may be performed by others simultaneously with the performance of the Services. The Contractor recognizes that the Services hereunder may be performed under joint occupancy conditions and agrees to co-operate with the Company and other contractors on the Site so that the Services as a whole will progress smoothly with a minimum of delays due to interference between various contractors on the Site. The Contractor shall not impede in any way, other contractors to execute works which are performed simultaneously with the Services.

19.3. The Company will make available, at the Contractor´s cost, accommodation, messing and laundry services to an approved number of Contractor personnel at a daily rate of Twenty American Dollars (US$20) per person (which may be adjusted annually by the Company as long as it does not exceed a 5% increase over the previous year rate) which shall be payable by the Contractor to the Company. The Contractor employees shall use the Company´s camp accommodations and facilities at the locations and type of rooms indicated from time to time by Company.

19.4. The Contractor shall comply to all the requirements of the Panamanian Labour Code, and Regulations promulgated there under as well as other applicable legislation, Site related labour rules and labour agreements identified by the Contractor as applicable to employees working at the Site and it is a specific requirement that the Contractor shall, at all times while executing Services on the Site for the Company (collectively hereinafter referred to as "the Premises") fulfil its/their obligations in terms of the said Code, Regulations and Agreements.

19.5. The Contractor shall at its own expense provide and maintain the following insurances whilst at the Site:

- Public Liability insurance of not less than US$500,000
- Workers Compensation insurance as required by law
- Motor Vehicle Third Party insurance of not less than US$250,000.

19.6. The Contractor has full responsibility for selection and recruitment of labour, as necessary to complete the Service, subject to the Company having the right reasonably to deny access to or to insist on the removal from Site of persons considered reasonably to have the potential to disrupt or harm the Company's business interests.

19.7. The Contractor performs all Services as an independent contractor and not as an agent or employee of the Company.